agreement. Where the only consideration was the mutual promises of the several stockholders, it has been held that any stockholder may revoke his consent and withdraw his stock at will. *Fisher* v. *Bush*, (1885) 35 Hun, 641. He may also revoke where he was forced into the trust by a threat as in the case at bar. The courts treat a voting trust as a power of attorney to vote. Therefore if the power has been coupled with an interest the court will not permit either a stockholder who was a party to the trust or a purchaser from him to revoke the power. *Hey* v. *Dolphin* (1895) 92 Hun 230; *Smith* v. *S. F. & N. R. Ry. Co.*, *supra*; *Chapman* v. *Bates* (1900) 61 N. J. Eq. 658. As stated by the court in *Mobile & O. R. R. Co.* v. *Nicholas* (1892) 98 Ala. 92, "In every case in determining the validity of an agreement which provides for the vesting of the voting power in a person other than the stockholder, regard should be had to the condition of the parties, the purpose to be accomplished, the consideration of the undertaking, interests which have been surrendered, rights acquired and consequences to result."

"ACT OF GOD" AS A LIMITATION ON THE LIABILITY OF A COMMON CARRIER.—The liability of an insurer of goods was early imposed on common carriers on grounds of public policy. It was natural, however, for the courts to seek to mitigate this rule where the loss occurred under such circumstances as to negative negligence or fraud. Exemption might have been given whenever the carrier, by disproving negligence on the part of himself or others, could show loss by inevitable accident, and there has been some support for such a position. *Walpole* v. *Bridges* (Ind. 1839) 5 Blackford 222. By holding a carrier liable for loss by a fire not started by any violent act of nature such as lightning, Lord Mansfield, in 1785, established a much narrower rule of exemption. *Forward* v. *Pittard* (1785) 1 T. R. 29. Under this "Act of God" test, as analyzed by Lord Cockburn in *Nugent* v. *Smith* (1875) L. R. 1 C. P. D. 19, the carrier's liability should be relaxed only in those cases of inevitable accident where the loss was occasioned by a sudden, violent and irresistible act of nature which, by the exercise of reasonable care, could not have been foreseen or guarded against. South Carolina has properly broadened the rule to include passive as well as active natural causes. *Smyrl* v. *Niolon* (S. C. 1831) 2 Bailey 421.

Lord Mansfield and Lord Cockburn, in giving their definition, both intimated that, for a loss to be by the "Act of God," human agency must not contribute to it, and this statement has been constantly reiterated by both English and American courts. In the light of the facts of the cases it may well have been that all that was originally meant was that the sudden act of nature must be the proximate legal cause. Such, at least, should have been its meaning unless the exemption, already narrowed much within its logical limits, was to be still further contracted. Such seems to have been its interpretation in Pennsylvania and Colorado. *Penn. R. R. Co.* v. *Fries* (1878) 87 Penn. St. 234; *Blythe* v. *Denver & R. G. R. R. Co.* (1890) 15 Col. 333. As a rule, however, the courts have put on the expression an

indefinite but much more stringent interpretation. Where any culpable human agency of the carrier or another is present as a condition, even though it is not part of the proximate cause, the cases ordinarily hold that the carrier is not excused. *Crosley* v. *Fitch* (1838) 12 Conn. 410; *Wolf* v. *American Express Co.* (1869) 43 Mo. 421; *The New Brunswick S. S. & C. T. Co.* v. *Tiers* (N. J. 1853) 4 Zabriskie 697. New York and perhaps some other jurisdictions, by implication, seem to go further and to hold that if human agency, even though not culpable, is present as a condition, it is enough to negative the carrier's excuse. *Miller* v. *Steam Navigation Co.* (1853) 10 N. Y. 431. The carrier's own acts in the line of his duty are, of course, excepted. *Price* v. *Hartshorn* (1870) 44 N. Y. 94.

A recent Texas case illustrates an exception to these rules as to the effect of the presence of culpable human agency. *Hurst Bros.* v. *Missouri, K. & T. R. R. Co.* (1903) 74 S. W. 69. Here the carrier admittedly failed in his duty by delaying the carriage of the goods, and as a result they were destroyed by a storm. Here was a culpable human agency contributing, as a condition, to the loss, yet the Court held that as the failure of duty was not the proximate cause of the loss the carrier was excused. This is in accord with the weight of authority as to the effect of delay and in accord with what has been suggested as the better general doctrine, but it seems logically irreconcilable with the rule as usually laid down by the courts. *Denny* v. *N. Y. C. R. R. Co.* (Mass. 1879) 13 Gray 481; *Daniels* v. *Ballantine* (1872) 23 O. St. 532; *R. R. Co.* v. *Reeves* (1869) 10 Wall. 176. The New York courts, by applying the general rule strictly to a case of this kind, reach a more logical though, perhaps, a less desirable result. *Michaels* v. *N. Y. C. R. R. Co.* (1864) 30 N. Y. 564.

LIMITATIONS ON THE POWER OF PUBLIC SERVICE CORPORATIONS TO WITHDRAW FACILITIES ONCE AFFORDED.—The Supreme Court of Minnesota has recently compelled the Northern Pacific Railway Company, by mandamus, to re-locate its station in a small town, where before removal it had ceased to pay expenses; the reason for the holding being that the neighboring population had relied on the location of the station in laying out its highways and managing its occupations, and was therefore damaged by the removal. *State* v. *Northern Pacific Railway Co.* (Minn. 1903) 96 N. W. 81. What is the extent of the duty of public service companies to continue to serve the public after once having entered upon that service? MR. H. W. CHAPLIN, in 16 Harvard Law Review 555 (June 1903), suggests that under special circumstances, it may soon even be held to prevent a permanent withdrawal from the public service. The principal case presents a narrower aspect of the same general question raised by MR. CHAPLIN, namely, whether a railroad company can change the method or extent of its operations so as to damage a certain part of the public, who have relied on its service. Under these circumstances two considerations are of special importance, (1) what effect will the proposed change have on the general public, whose convenience it is the company's duty to serve and (2) what damage, if any, will the company itself suffer?